

**AGREEMENT
BETWEEN
CITY OF JERSEY CITY
AND**

**JERSEY CITY
PUBLIC EMPLOYEES, INC.,
LOCAL 246**

January 1, 2015-December 31, 2018

TABLE OF CONTENTS

Preamble	1
Article 1 - Recognition.....	1
Article 2 - Maintenance of Standards	1
Article 3 - Incentive Systems	2
Article 4 - Union Representatives	2
Article 5 - Retirement and Terminal Leave-Incumbent Employees	2
Article 5 Part B - Retirement and Terminal Leave - New Hires	3
Article 6 - Extra Contract Agreements	4
Article 7 - Non-Discrimination.....	4
Article 8 - Leave of Absence	4
Article 9 - Management Rights.....	5
Article 10 - Disciplinary Action	5
Article 11 - Bereavement Leave	5
Article 12 - Military Leave	6
Article 13 - Bulletin Boards	6
Article 14 - Dues Check-Off Representation Fee	6
Article 15 - Hours and Overtime	8
Article 16 - Longevity.....	11
Article 17 - Holidays.....	12
Article 18 - Health and Safety	13
Article 19 - Seniority	15
Article 20 - Changes, Supplements or Alterations.....	15
Article 21 - Personal Days	16

Article 22 - No Strike Pledge.....	16
Article 23 - Non-Contractual Grievance Procedure	16
Article 24 - Contractual Grievance Procedure	17
Article 25. Part A - Vacations - Incumbents	20
Article 25. Part B - Vacations, New Hires Between November 26, 1991 and December 31, 1996	20
Article 25. Part C - Vacations, New Hires After December 31, 1996	21
Article 26 - Sick Leave.....	22
Article 27 - Promotional Announcements.....	23
Article 28 - Out-of-Title and Temporary Appointments	23
Article 29 - Insurance, Health and Welfare	24
Article 30 - Wages.....	26
Article 31 - Fully Bargained Provisions	28
Article 32 - Savings Clause.....	28
Article 33 - Transportation Expense Reimbursement	28
Article 34 - Public Safety Department Employees Working Rotating Shift Schedules	30
Article 35 - Parking Enforcement Division Employees.....	32
Article 36 - Miscellaneous	34
Article 37 - Term and Renewal.....	35

PREAMBLE

THIS AGREEMENT entered into as of this 2nd day of February 2017, subject to Union membership ratification and approval of the Municipal Council, by and between the City of Jersey City, in the County of Hudson, State of New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the "City"), and Jersey City Public Employees, Inc., Local 246 (hereinafter called the "Union"), represents the complete final understanding on all bargainable issues.

WHEREAS, the parties have negotiated for the purpose of entering into a Collective Bargaining Agreement

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 RECOGNITION

- A. The City hereby recognizes Local 246 as the exclusive representative on behalf of the following non-management employees in the following departments in the City's employ in accordance with the designated jurisdiction of the said Union.
- (1) Department of Administration/Finance/Mayor's Office;
 - (2) Department of Law (non-professional employees only);
 - (3) Department of Public Safety (non-uniformed employees only)
 - (4) Department of Health and Human Services (except Rodent Control);
 - (5) Department of Housing, Economic Development and Commerce;
 - (6) Office of the City Clerk;
 - (7) Office of the Tax Assessor.
- B. Excluded from this unit shall be employees statutorily excluded by the New Jersey Employer-Employee Relations Act, those represented in other bargaining units, and all employees working less than twenty (20) hours per week.
- C. It is agreed that employees who are transferred into departments or divisions for which Local 246 is not the exclusive representative shall cease to be members of Local 246 and shall become members of that union, if any, covering the employees in the department or division into which the employee has been reassigned.

ARTICLE 2 MAINTENANCE OF STANDARDS

- A. All conditions of employment contained in this Agreement relating to wages hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained at not less than the standards now in effect, and the conditions of employment shall be modified wherever specific provisions for modification are made in this Agreement.

- B. Proposed new rules or modification of existing rules governing working conditions as stated above, shall be negotiated with the Union before they are established.

ARTICLE 3
INCENTIVE SYSTEMS

The City shall have the right to institute productivity incentive programs, provided that the Union is given notice and their right to negotiate. No employee's pay shall be diminished by the institution of any such program.

ARTICLE 4
UNION REPRESENTATIVES

- A. Authorized representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances and ascertaining whether or not this Agreement is being observed. When the Union decides to have its representatives enter City facilities or premises, it shall notify the appropriate City representative. Upon entering the facility or premises, notice shall be given within a reasonable time, and there shall be no interference with the normal operations of the business of the City government, or normal duties of employees.
- B. When the parties mutually determine that a negotiation session shall be scheduled during the workday, authorized Union negotiating committee members, not to exceed four (4), shall be excused from their normal duties and shall suffer no loss in regular pay thereby.
- C. Two (2) members of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees. Any employee attending such meeting or Legislative Session shall provide written proof of attendance upon his/her return to work.
- D. Elected officers and Union delegates, not to exceed three (3), shall be granted time off to attend local meetings and caucuses and the League of Municipalities Convention, provided operation of the various Departments is not impeded by the granting of such request.
- E. The President of the Union or his designee, although his primary obligation shall be to his job, shall be given reasonable time off from his normal duties to pursue Union business on behalf of members of the bargaining unit. The Union President shall first report to his Division or Department Director.

ARTICLE 5
PART A
RETIREMENT AND TERMINAL LEAVE-INCUMBENT EMPLOYEES

- A. Employees shall retain all pension rights under the Ordinances of the City of Jersey City and the laws of the State of New Jersey.

B. Members of the bargaining unit who retire on a currently paid, or deferred, pension under the Employees' Retirement System of Jersey City (ERS) or the Public Employees' Retirement System (PERS), shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, unused sick time, and unused personal time, in accordance with the conditions set forth below.

(1) Beginning on the date of execution of this Agreement, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave.

(2) In the event an employee suffers a bona fide long term illness and has attained ten (10) years of service in the employ of the City prior to incurring such illness, he may apply to the review committee to restore up to thirty (30) days of sick leave used thereby, if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. The Committee shall consider the length and merit of service in reaching a decision. If the committee members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and his decision shall be binding. Long-term "bona fide" illness shall mean only those illnesses or injuries that result in use of forty-five (45) consecutive sick days.

C. In the event an employee eligible for retirement dies prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee. The phrase "eligible for retirement" means only those employees who have attained ten (10) or more years of credited service in either the ERS or PERS pension systems.

D. In the event of death, all unused sick time, for the year of death only shall be prorated, inclusive through the month of death, and shall be paid to the estate for an employee not eligible for retirement

E. All vacation time not granted an employee shall be paid to the estate in the event of his death, to include vacation time for the year of his death.

ARTICLE 5

PART B

RETIREMENT AND TERMINAL LEAVE - NEW HIRES

Notwithstanding anything contained in this Agreement to the contrary, the following Retirement and Terminal Leave Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining unit after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits employed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Retirement and Terminal Leave for new hires employed after November 26, 1991 shall be as provided in Article 5, Part A except Paragraph B.1 is amended to read as follows:

B.1 Sick leave payment shall be calculated at fifty (50%) percent of all unused sick leave days between 1 (one) through 150 (one-hundred fifty) days and sixty (60%) percent for all unused sick leave days above 150 (one-hundred fifty) days, except that employees hired on or after July 1, 2013, shall have sick-leave payment capped at \$15,000.00. In all other respects the terms and conditions of Retirement and Terminal Leave for incumbent employees shall apply to employees hired into this unit after November 26, 1991.

ARTICLE 6

EXTRA CONTRACT AGREEMENTS

The City agrees not to enter into any other agreement or contract with its employees, as defined in Article 1 of this Agreement, individually or collectively, which in any way conflicts with the terms, intent and provisions of this Agreement.

ARTICLE 7

NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or in refraining from activity on behalf of the Union.

ARTICLE 8

LEAVE OF ABSENCE

- A. The City, in its sole and exclusive discretion, may grant the privilege of an unpaid leave of absence for good cause to permanent employees for a period not to exceed six (6) months at any one time, provided that the employee has been employed by the City on a continuous basis for at least two (2) years. An employee who desires a leave of absence must submit a written request to his/her supervisor at least one (1) month prior to the beginning of the requested leave, setting forth (1) the reason for the leave of absence and (2) the reason for the length of the time requested. A leave of absence shall not be granted in order for an employee to work at another job, except if the other job is within the organization of the City of Jersey City. The phrase "organization of the City of Jersey City" does not include, and shall not be construed to include, autonomous agencies of the City of Jersey City. In the event an employee on leave of absence is found to be working at another job, the approval for the leave of absence shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.
- B. Such leaves of absence may be renewed for good cause for an additional period not to exceed six (6) months upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole exclusive discretion of the City.

ARTICLE 9
MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of the State of New Jersey and of the United States, and the rules and regulations of the Civil Service Commission.
- B. The City shall have the exclusive right to install and introduce any new or improved production methods, working conditions or facilities to maintain efficient operations. The City retains its inherent right to direct and control its work force personnel, to determine the number of employees required and to designate the types of positions it deems necessary to function properly. Prior to the implementation thereof, the City shall discuss the proposed changes with the Union.

ARTICLE 10
DISCIPLINARY ACTION

- A. The City hereby agrees not to take disciplinary action against any employee except for just cause. In the event that a permanent employee is the subject of major discipline as defined by N.J.A.C. 4A:2-2, that employee shall have the right to a departmental hearing, and to appeal therefrom to the Merit System Review Board. If no appeal to the Merit System Review Board is available on jurisdictional grounds, then the matter may be appealed to arbitration by initiating a grievance at Step 4 of the Contractual Grievance Procedure in accordance with the terms thereof.
- B. Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and, under usual circumstances, agrees to give the Union one (1) day's notice prior to the suspension of an employee.

ARTICLE 11
BEREAVEMENT LEAVE

- A. In the event of a death in the eligible employee's immediate family the employee shall be entitled to time off with pay for a period of four consecutive (4) work days beginning from the day of death.
- B. Immediate family, for purposes of this Article, shall be defined as follows; spouse, domestic partner, mother, father, son, daughter, stepchildren, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law.
- C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of

an aunt, uncle, niece or nephew of himself or his spouse, or any relative residing in the employee's household, other than those relatives listed in paragraph B, above. Reasonable verification of the event shall be required.

ARTICLE 12

MILITARY LEAVE

- A. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave. The Business Administrator will, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.
- C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 180-day limit.

ARTICLE 13

BULLETIN BOARDS

The City shall permit the installation of bulletin boards at the expense of the Union should the Union decide to use a bulletin board other than the one provided by the City. The Director of the Department shall determine the exact locations and sizes of the boards to be installed.

ARTICLE 14

DUES CHECK-OFF REPRESENTATION FEE

- A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union cards, the same to be deemed authorization to deduct dues once a month, and shall remit the dues deducted to the Treasurer of the Union monthly.
- B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15th) day of each month following the pay period in which the deductions were made.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City as copy of the resolution adopted by the Executive Board for the said increase in dues prior to the effective date of such change.
- D. The Union will provide a copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The cards are to be delivered to the Payroll Supervisor. The Union shall

indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union, prior to January 1 and July 1 of each year, as list of any employees requesting the termination of dues check-off.

F. Representation Fee.

(1) Purpose of Fee. If any eligible member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

(2) Amount of Fee.

(a) Notification. Prior to the beginning of each membership year, the Union will notify the City, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

(b) Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as the majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

(3) Deduction and Transmission of Fee.

(a) Notification. The City will notify the Union upon hiring each employee and the City will deduct from the salaries of such employees, in accordance with Paragraph b below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(b) Payroll Deduction Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the direct deposits paid to each employee who chooses not to become a member of the Union during the remainder of the membership year in

question. The deductions will begin with the first direct deposit made.

- (c) Termination of Employment. If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last direct deposit made to said employee during the membership year in question.
 - (d) Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership dues to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
 - (e) Changes. The Union will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City receives said notice.
 - (f) New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of Paragraph 3(a) above.
- (4) Indemnification. The Union, in exchange for implementation of said Agency Shop, hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

ARTICLE 15

HOURS AND OVERTIME

A. Work Hours.

- (1) For all full-time blue-collar employees, the regular workweek shall consist of not more than forty (40) hours in any five (5) days, thirty-five (35) working hours and one (1) lunch period per day. All full time white collar employees shall have a work week of thirty-seven and one-half (37 1/2) hours in any five (5) days, thirty-two and one-half (32 1/2) working hours and one (1) hour lunch period per day. All employees shall have two 15 minute coffee breaks per day, one in the morning and one in the afternoon but shall not be combined, carried over from day to day or used for any other purpose or consideration such as lateness, leaving early or otherwise. The time for the coffee breaks shall be determined and assigned by management and shall be subject to being

changed at management's discretion.

- (2) The regular workweek shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive workdays.
- (3) Notwithstanding anything contained in this Agreement to the contrary, the following section shall apply to all those hired by the City into this bargaining unit after November 26, 1991, unless any employee was demoted or transferred from another City bargaining unit after November 26, 1991:

The regular workweek shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive workdays. The City further reserves the right to place blue collar employees hired after November 26, 1991 on a schedule of any eight (8) consecutive hours in the workday, and to place white collar employees hired after November 26, 1991 on a schedule of any seven and one-half (7.5) hours in the workday. If the City is unable to fulfill its operational and staffing requirements within a given title with employees that were hired after November 26, 1991, additional employees within the required title will be assigned by the City in accordance with the following procedure:

- (a) Employees holding the required title or job skills needed to perform the required work will be asked to volunteer for the altered work schedule and those employees that volunteer will be assigned in order of seniority.
- (b) If the needed number of employees to be assigned to the altered work schedule exceeds the required amount from the request for volunteers, the City will assign those employees holding the required job title or job skill needed to perform the work based upon seniority,
- (c) If the needed number of employees to be assigned to the altered work schedule does not result from the request for volunteers, the City will assign those employees holding the required title or job skills needed to perform the work based upon inverse seniority.
- (d) It is understood that if an employee with special skills is needed to perform required work during the alternate work schedule, the City will have the prerogative to assign that skilled employee without regard to seniority.

B. Housing Code Enforcement Unit Employees.

Notwithstanding anything contained herein above to the contrary, the City shall solicit and assign volunteers to work weekends, and after exhausting such volunteers, shall assign weekend work in reverse order of seniority to Housing Code Enforcement Unit employees.

- (1) (a) The regular work hours each day shall be consecutive except for interruption for lunch period and coffee breaks. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods and coffee breaks.

(b) Employees assigned to the field shall take their lunch break at or in the immediate vicinity of their work site. This shall not be interpreted so as to require the employee to work during his lunch period.
- (2) Except for emergency situations, work schedules shall not be changed unless the Union is notified of such intended change and the City and the Union agree to negotiate with regard to such change. Notice of any intended change shall be given the Union one (1) week prior to the intent to make such change. No unilateral implementation of changes in work schedules shall take place until the negotiations have resulted in true impasse.

C. Overtime.

- (1) Employees who are authorized to work in excess of their regularly scheduled workweek shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours so worked beyond forty (40) shall be compensated at time and one-half, except Sunday, which will be paid at double time (2x). For purposes of determining "hours worked," vacation leave with pay, personal business days with pay, and paid holidays will count. All other time, whether with or without pay, shall not count as hours worked. For purposes of determining the days of the week relative to the forty (40) hour threshold, the workweek will start on Monday and end on Sunday.
- (2) Any employee who is required to work on a holiday shall receive triple time (3X) regardless of whether the forty (40) hour threshold is reached.
- (3) Employees who are required to work overtime for snow removal duty shall be compensated at double time for such duty regardless of whether the forty (40) hour threshold is reached.
- (4) Employees who are recalled on emergency work shall receive a minimum guarantee of four (4) hours at the appropriate overtime rate, provided, however, that the City shall have the right to retain the employee for the four (4) hours.
- (5) If the City, in its sole and exclusive discretion permits the recalled employee to return home prior to the expiration of the four (4) hour period, that employee shall not qualify

for an additional four (4) hours of recall pay in the event another emergency call is received within the initial four (4) hour period which necessitates that employee's return to duty to attend to the emergency.

- (6) An employee who receives an emergency call at the end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employees who so delay shall be subject to disciplinary action.
- (7) Hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1827 hours for thirty-five (35) hours employees. Effective January 1, 1995 hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1957.5 hours for thirty-seven and one-half (37 1/2) hour employees.
- (8) Overtime shall be awarded based upon a rotating seniority list within each unit and qualifications to do the particular job.
- (9) There shall be no compensatory time given in lieu of work that can be considered overtime.
- (10) City shall distribute pay via direct deposits by 3:00 p.m. on pay day, barring any unusual circumstances. The City will notify the Union prior to scheduling overtime whenever possible.
- (11) Except in exigent circumstances, the City agrees to pay for overtime within two (2) weeks.
- (12) All changes in overtime pursuant to this Agreement shall be effective with the pay period following the date of execution hereof.

D. Shift Differential

- (1) Employees who work on a shift schedule between 4:00 P.M. and 8:00 A.M. shall receive a differential for each hour between 4:00 P.M. and 8:00 A.M. of thirty cents (\$.30) per hour. In order to qualify for the shift differential, the employee's entire shift must have been worked between the hours of 4:00 P.M. and 8:00 A.M.
- (2) Employees who work on a shift schedule between 4:00 P.M. and 8:00 A.M. shall receive a differential for each hour between 4:00 P.M. and 8:00 A.M. of thirty cents (\$.30) per hour. In order to qualify for the shift differential, the employee's entire shift must have been worked between the hours of 4:00 P.M. and 8:00 A.M.

ARTICLE 16
LONGEVITY

- A. All employees hired on or before July 1, 2013 shall receive longevity payments in addition to their base salary as provided below.

- B. Except for employees hired on or after July 1, 2013, longevity payment shall be made in accordance with the following schedule:

After five (5) years of service	200.00
After ten (10) years of service	400.00
After fifteen (15) years of service	600.00
After twenty (20) years of service	800.00
After twenty-five (25) years of service	1,000.00
After thirty (30) years of service	1,200.00

Effective January 1, 2014, except for employees hired on or after July 1, 2013, longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	250.00
After ten (10) years of service	500.00
After fifteen (15) years of service	750.00
After twenty (20) years of service	1,000.00
After twenty-five (25) years of service	1,250.00
After thirty (30) years of service	1,500.00

- C. Employees hired on or after July 1, 2013, shall no longer receive longevity payments.
- D. Any employee whose anniversary date falls prior to October 31 shall receive longevity credit for the entire year. If the anniversary date falls on or after November 1, the employee shall receive credit commencing the next January 1st.

ARTICLE 17 **HOLIDAYS**

- A. The following fourteen (14) days shall be recognized as paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election (November) Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.
- C. Each of the fourteen (14) holidays shall only be recognized and paid as holidays for those employees who: (a) actually work on their work days immediately preceding and following the holiday; or (b) are on an approved annual leave day, personal business day, jury duty or bereavement leave; or (c) are on a paid sick day supported by a doctor's note; or (d) any combination of a, b, or c. Any other exceptions will result in a failure to be paid for the Holiday.
- D. If an employee has a workweek other than Monday through Friday and a holiday falls on the employee's regular day off, the employee shall be entitled to a compensatory day in lieu of the holiday. Such compensatory day is to be scheduled with the agreement of management.
- E. Effective December 31, 1995, part-time nurses, will no longer receive holiday pay as part of a bi-weekly pay. Instead, their amount of holiday pay will be calculated as follows:
 - (1) take the number of days worked per week and divide by the number of workdays per week; (2) take the result of calculation No. 1 and multiply by the length of the work day; (3) take the result of calculation No. 2 and multiply by the number of holidays provided; (4) take the result of calculation No. 3 and multiply by the portion of the year worked; (5) take the result of calculation No. 4 and multiply by the hourly pay rate in effect as of December of the prior calendar year.

Illustration: Part time nurse who worked 3 days per week, 6 hours per day, who took a three (3) month leave of absence and earns \$20.81 per hour as of January 1, 1997. (1) 3 days worked per week divided by 5 in a workweek = .6; (2) .6 x 6 hours in a workday = 3.6; (3) 3.6 x 14 holidays per year = 50.4; (4) 50.4 x .75 (portion of year worked) = 37.8; (5) 37.8 x 20.21 (hourly rate as of December 31, 1996) = \$763.94.

- F. Part-time nurses will receive a separate direct deposit payment for holiday pay during January of the succeeding calendar year. The hourly rate utilized in determining holiday pay will be the hourly rate in effect as of December 31 of the preceding calendar year.
- G. Part-time nurses leaving the employ of the City will receive a prorated share of the Holiday Pay in a separate direct deposit payment. The prorated amount will be determined by the amount of full months worked in the year of departure.

ARTICLE 18

HEALTH AND SAFETY

- A. First Aid. The City will provide first aid equipment and necessary supplies in convenient and appropriate locations in all buildings and areas where employees are assigned to duty.

B. Vehicle Safety Conditions.

- (1) All vehicles and equipment shall conform to all safety conditions and State regulations. Said vehicles shall be in safe and operable condition. No employee shall operate any unsafe vehicle declared unsafe by Director of Automotive Services or his qualified representative.
- (2) It shall be the obligation of each employee to immediately report any damage or malfunction of the vehicle assigned to the employee to their immediate supervisor and/or the motor pool.

C. **Sanitary Conditions.** The City shall provide and maintain sanitary conditions in all facilities, including toilets, areas of employment and designated eating areas.

D. The City will make every effort to provide for the safety of its employees, and, at the discretion of the Department Director, or his designee will, where necessary, send two (2) employees into dangerous work situations.

E. When temperatures reach extremes, which make it dangerous to employee's health, employees shall be permitted to take a reasonable break for recuperative purposes at the discretion of the Director. Building closings under this paragraph shall be at the discretion of the Business Administrator of the City.

F. Uniforms.

- (1) Any employee required by management to wear a laboratory coat in the performance of duty shall be reimbursed on a voucher system up to \$50 per summer and \$50 per winter for a total of \$100 per year.
- (2) All employees who are provided the uniforms must report to work in proper uniform. Failure to wear the uniform may result in the employee not being permitted to work and being docked for the day.
- (3) All City supplied uniforms are to be turned in at severance for any reason. Security guards will be provided by the City with two (2) sets of uniforms. Field employees who are so designated by management will be provided with three (3) shirts and three (3) pants every two (2) years and a winter jacket every three (3) years.
- (4) Bailiffs shall continue the current practice of having uniforms supplied by the City.
- (5) Effective and retroactive to January 1, 2009, and payable in January of each year, each employee required to wear a uniform will receive a clothing maintenance allowance of seventy-five (\$75.00) dollars per year. In order to receive the clothing maintenance allowance, an employee must be actively on the payroll as of the January 1 of the year in which the allowance is being paid except that employees who have been on a leave of absence, extended sick leave, and/or sick-no-pay, absent-no-pay, or any combination thereof, (excluding statutory leaves and workers

compensation injury) for a period of time, that in the aggregate, exceeds ninety (90) work days during the calendar year preceding the January 1 on which the uniform allowance is being paid, shall not be entitled to that full uniform allowance payment even if actively on the payroll on January 1 but shall have their uniform allowance prorated based on each full month they have been actively at work during the preceding calendar year.

- (6) The uniform allowance for nurses will be one hundred thirty five dollars (\$135.00) per year.

ARTICLE 19 **SENIORITY**

- A. Seniority is defined as an employee's total length of service with the employer beginning with his date of hire.
- B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of drawing by lot.
- C. One (1) seniority list shall be established for each work unit and another seniority list shall be established for the entire bargaining unit. Work unit as utilized in this Article shall be defined to mean a group of employees who are qualified and experienced to perform specific tasks, e.g. tree maintenance vs. field maintenance vs. park maintenance. Each list shall be subject to approval by the Union.
- (1) In cases of layoffs and demotions, the bargaining unit seniority list shall be utilized as one factor, along with ability to perform any job titles.
- (2) Vacation schedules shall be arranged in accordance with the work unit seniority list.
- D. Employees shall be permitted to bid for changes of work shift, when an individual vacancy arises within the work unit. Such vacancy shall be filed by the most senior eligible employee that bids for the particular position.

ARTICLE 20 **CHANGES, SUPPLEMENTS OR ALTERATIONS**

Any provisions of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing to open negotiations on the matters in issue. Any modification resulting from negotiations shall be reduced to writing and made a part of this Agreement.

ARTICLE 21
PERSONAL DAYS

- A. Effective January 1, 2010, each employee in the bargaining unit shall be entitled to three (3) personal business days per annum, which shall accumulate for the next succeeding year only in accordance with the current practice for accumulating vacation.
- B. No employee shall be entitled to accumulate or utilize these days until they have completed six (6) months of service with the City.

ARTICLE 22
NO STRIKE PLEDGE

- A. The union covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the employer.
- B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the employer.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

ARTICLE 23
NON-CONTRACTUAL GRIEVANCE PROCEDURE

- A. Purpose.
 - (1) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
 - (2) Nothing contained herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as an observer at any hearing on the individual.
- B. Definition. The term "grievance" used herein means any controversy arising over the application of City policies or administrative decisions to the terms and conditions of employment of employees covered by this Agreement.

- C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving non-contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

(1) Step One.

- (a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.
- (b) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance. A failure to render a timely decision in writing shall constitute a denial of the grievance.

(2) Step Two.

- (a) In the event the grievance has not been resolved through Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.
- (b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. A failure to render a timely decision in writing shall constitute a denial of the grievance. The decision of the Business Administrator shall be final, as to this procedure, and shall not be subject to arbitration. The Union reserves whatever other rights of appeal it may have.

ARTICLE 24
CONTRACTUAL GRIEVANCE PROCEDURE

A. Purpose.

- (1) The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and

promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

- (2) Nothing contained herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as an observer at any hearing on the individual's grievance.
 - (3) Nothing contained herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present, as an observer at any hearing on the individual's grievance.
- B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the specific and express written terms of this Agreement.
- C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:
- (1) Step One.
 - (a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. The grievance shall state the specific contract provision or policy that is alleged to have been violated, the name of the grievant, the nature of the claimed loss, and the remedy sought. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.
 - (b) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance. A failure to render a timely decision in writing shall constitute a denial of the grievance.
 - (2) Step Two.
 - (a) In the event the grievance has not been resolved through Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.
 - (b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his

representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. A failure to render a timely decision in writing shall constitute a denial of the grievance.

(3) Step Three.

- (a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the P.E.R.C. Failure to file the request for arbitration with P.E.R.C. within the ten (10) day period shall constitute an abandonment of the grievance.
- (b) However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue his 'Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Union shall pay all costs incurred by the City in processing the matter to arbitration.
- (c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.
- (d) The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.
- (e) The Arbitrator's Award shall be final and binding on all parties, unless the Award is appealed to the courts, in which case the order of the court, including any orders on further appeals, shall be binding on all parties.

D. Miscellaneous Provisions. The Union President, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence. The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union.

ARTICLE 25
PART A
VACATIONS - INCUMBENTS

A. All permanent employees shall be entitled to the following vacations:

<u>Amounts of Service</u>	<u>Vacation Days</u>
Up to the end of the 1st calendar year of employment	1 working day for each month
1st. full calendar year of service	12 working days
2 to 5 years of service	17 working days
6 to 10 years of service	20 working days
11 to 15 years of service	25 working days
16 years and over	30 working days

B. All temporary employees shall be entitled to the following vacation:

(1) Up to end of 1st year of service: 1 working day for each month (not to exceed 10 working days)

(2) Every year thereafter: 10 working days only.

C. Vacation time not granted employees shall accumulate for the next succeeding year only.

D. Upon request at the end of each calendar year, the City shall notify the employee of the number of vacation days the employee has due.

E. Effective January 1, 2003, in any calendar year, employees shall be entitled to use not more than five (5) working days of vacation as half vacation days.

F. All references to vacation time in 'Days' relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 15 (A) above. It is understood that any alteration of the workday shall require a recalculation of vacation time.

ARTICLE 25
PART B
VACATIONS-NEW HIRES BETWEEN NOVEMBER 26, 1991 AND DECEMBER 31, 1996

Notwithstanding anything contained in this Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Vacations for new hires employed between November 26, 1991 and December 31, 1996 shall be as follows:

- A. The following vacation schedule shall apply for those hired into this unit between November 26, 1991 and December 31, 1996.

<u>Amounts of Service</u>	<u>Vacation Days</u>
Up to the end of the 1st calendar year of employment	1 day/month
1st full calendar year of service	12 days
2 to 5 years of service	17 days
6 to 10 years of service	20 days
11 to 15 years of service	25 days
16 years and over	30 days

- B. All temporary employees shall be entitled to the following vacation:

- (1) Up to end of 1st year of service: 1 working day for each month (not to exceed 10 working days)
- (2) Every year thereafter: 10 working days

- C. In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hired into this unit between November 26, 1991 and December 31, 1996.

ARTICLE 25

PART C

VACATIONS -NEW HIRES AFTER DECEMBER 31, 1996

Notwithstanding anything contained in this Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining unit after December 31, 1996, provided that any employee demoted or transferred from other City bargaining units after December 31, 1996, who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit,

Vacations for new hires employed after December 31, 1996 shall be as follows:

- A. The following vacation schedule shall apply for those hired into this unit after December 31, 1996:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to end of 1st calendar year	1 day/month
Next full calendar year	12 days

2 to 5 yrs. of service	13 days
11 to 10 yrs. of service	15 days
11 to 15 yrs. of service	18 days
16 years and greater yrs. of service	20 days

B. All temporary employees shall be entitled to the following vacation:

- (1) Up to end of 1st year of service: 1 working day for each month (not to exceed 10 working days)
- (2) Every year thereafter: 10 working days

In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hired into this unit after December 31, 1996.

ARTICLE 26

SICK LEAVE

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.

- (1) Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.
- (2) The City at the end of each calendar year shall notify the employee of the number of sick days the employee has remaining after deducting sick days used and determining the accumulation of same.
- (3) All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment, not to exceed ten (10) workdays, and then ten (10) working days for each calendar year thereafter.
- (4) Paragraph 2 and 3 of this Section B shall apply to permanent and temporary employees.

C. Reporting of Absence on Sick Leave.

- (1) If any employee is absent for reasons that entitle him/her to sick leave, the employee's Division Director or his/her designee shall be notified by the employee within thirty (30) minutes after starting time. Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day and

constitute cause for disciplinary action.

- (2) Absence without notice or absence without authorized leave for five (5) consecutive days shall constitute a resignation.
- (3) Employees on sick leave for a duration of one (1) or more consecutive work days through ten (10) consecutive work days must notify their Division Director, or his designee, on a daily basis. After exceeding ten (10) consecutive work days on sick leave, an employee must notify their Division Director, or his designee, on every Monday (or Tuesday if Monday is a holiday) as to their continuance of sick leave.

D. Verification of Sick Leave.

- (1) An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.
- (2) The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above cause for disciplinary action under the guidelines herein set forth. The City shall have the right to direct an employee on sick leave to its medical provider for physical examination.
- (3) Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed and proof of same shall be obtained by the City from the Department of Health. Only a note from a physician will serve as evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.
- (4) The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and that the employee's return to duty will not jeopardize the health of other employees.

ARTICLE 27

PROMOTIONAL ANNOUNCEMENTS

- A. Notice of examinations for promotional jobs or promotions shall be posted on all bulletin boards, and a copy shall be forwarded to the Union President.
- B. Promotions shall be made in accordance with Civil Service Law. Examinations shall be conducted in accordance with Civil Service procedures.

ARTICLE 28

OUT-OF-TITLE AND TEMPORARY APPOINTMENTS

- A. Temporary Appointments. If an employee is assigned to fill an open position in an acting capacity pending a Civil Service examination, said employee shall serve a probationary

period of thirty (30) days. At the conclusion of the thirty (30) day period, the employee shall receive either an increase of five (5%) percent of the minimum of the title to which he or she is being assigned, or the minimum pay of the title to which he is being assigned, whichever is greater. The City shall call for an examination within the thirty (30) day period. In the event the employee is returned to his previous title, he or she shall revert to the original salary.

- B. Out-of-Title Work. Where an employee is assigned to perform the duties of a higher classified position for a period of short duration, that employee shall be considered in an "out-of-title" capacity, and shall receive an additional five dollars (\$5.00) for each full day of such "out-of-title" service. In order to qualify for "out-of-title" pay, the employee's division director or his or her designee must assign and approve the higher title work prior to performance of such work.

ARTICLE 29

INSURANCE, HEALTH AND WELFARE

- A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth. All employees, at the employee's choosing, shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans now provided by the City, paid for by the City.
- (1) An employee shall meet the following deductibles prior to reimbursement for any out of network medical services: (i) \$250.00 annually for individuals and (ii) \$500 annually for spouse/domestic partner and families. Once the above deductible(s) are met, reimbursements for out-of-network services shall be made at 70% of the usual, customary, and reasonable charges based on the FAIR Health rate schedule.
- B. The City shall provide life insurance in the amount of fifteen thousand dollars (\$15,000.00) and accidental death and dismemberment insurance in the amount of fifteen thousand dollars (\$15,000.00) for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to ten thousand dollars (\$10,000.00).
- C. Hospitalization. The City reserves its right to change the insurance carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change. The co-pay for Emergency Room visits shall be increased to \$50.00, unless the employee is admitted to the hospital, in which case the co-pay shall be waived.
- D. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death, or property damage, arising out of or in the course of their employment, and the City shall pay and satisfy all judgments, against said employees from such claims.

- E. Effective May 1, 2013, the City will provide a prescription drug plan for active employees with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER								
Generic Drugs	\$5.00 co-pay retail for prescriptions up to thirty (30) days supply.	Mail order, \$5.00 co-pay for up to a 30 day supply. Mail order, for a ninety (90) day supply is 2 times co-pay for 30 day supply or \$10.00.								
Preferred Brand Drugs:	\$25.00 co-pay retail for prescriptions up to thirty (30) days supply.	Mail order, \$25.00 co-pay for up to a 30 day supply. Mail order, for a ninety (90) day supply is 2 times the applicable co-pay for a 30 day supply, or \$50.00.								
Non-Preferred Brand Drugs:	\$35.00 co-pay retail for prescriptions up to thirty (30) days supply.	Mail order, \$35.00 co-pay for up to a 30 day supply. Mail order, for a ninety (90) day supply is 2 times the applicable co-pay for 30 day supply or \$70.00.								
Prescriptions that cost over \$1,000.	\$100.00 co-pay retail for a prescription up to a thirty day supply that costs over \$1,000.00.	Mail order, co-pays based on cost of each prescription: <table><tr><td><u>Cost</u></td><td><u>Co-pay</u></td></tr><tr><td>\$1,000-\$1,999</td><td>\$50.00.</td></tr><tr><td>\$2,000-\$2,999</td><td>\$100.00.</td></tr><tr><td>Over \$3,000</td><td>\$150.00</td></tr></table>	<u>Cost</u>	<u>Co-pay</u>	\$1,000-\$1,999	\$50.00.	\$2,000-\$2,999	\$100.00.	Over \$3,000	\$150.00
<u>Cost</u>	<u>Co-pay</u>									
\$1,000-\$1,999	\$50.00.									
\$2,000-\$2,999	\$100.00.									
Over \$3,000	\$150.00									

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic, or brand, drug following which the employee will be responsible for the mail order co-pays set forth above. Only medications on the National Preferred Formulary Program list shall be included in covered medications. Prescription coverage does not include compound medication unless, upon appeal exercised by the employee, it is determined that the compound prescription is medically necessary and there is no other alternative prescription. It is mandatory that an employee accepts the generic version of a prescribed medication.

- F. HGH to enhance normal functions or for "fountain of youth" purposes, such as anti-aging, the improvement of athletic performance, or memory enhancement are excluded from coverage, unless medically necessary.

G. The following with respect to dependent coverage will apply to employees hired into this bargaining unit on or after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units on or after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit will not lose prescription coverage for their dependents provided the employee's dependents were covered by the City's prescription plan prior to the employee becoming a member of this bargaining unit:

(1) The City will provide a prescription plan for employees only in accordance with the terms of this Article.

(2) No coverage will be provided at the City's expense on behalf of dependents of the employee.

H. Optical Plan

(1) The City will provide an optical plan to employees and their dependents to a maximum reimbursement of one hundred dollars (\$125.00) per year.

(2) Only those employees submitting a request for reimbursement within ninety (90) calendar days of receipt of the service shall be eligible for reimbursement.

I. The City will maintain the current dental program for the life of this Agreement for all employees that is coverage for employees and their dependents.

J. Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year.

K. Employees who retire on or after 7/1/2013 shall have an annual maximum out of pocket cap of \$1,355.00 (current SHBP max.) per person for prescription drug co-payments, which maximum shall automatically increase as the SHBP increases.

ARTICLE 30
WAGES

A. Wage rates and salaries for all full time employees within the bargaining unit shall be paid in accordance with the following schedule:

(1) Effective and retroactive to January 1, 2015, employees shall receive a wage increase in the amount of one thousand one hundred twenty five dollars (\$1,125.00) applied to the base rate earned on December 31, 2014.

(2) Effective and retroactive to January 1, 2016, employees shall receive a wage increase in the amount of one-thousand one hundred twenty five dollars (\$1,125.00) applied to the base rate earned on December 31, 2015.

- (3) Effective January 1, 2017, employees shall receive a wage increase in the amount of one-thousand four hundred dollars (\$1,400) applied to the base rate earned on December 31, 2016.
- (4) Effective January 1, 2018, employees shall receive a wage increase in the amount of one thousand five hundred dollars (\$1,500.00) applied to the base rate earned on December 31, 2017.
- (5) Wage increases for part time employees shall be pro-rated in accordance with existing past practice.
- B. If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise.
- C. Any error in an employee's direct deposit of one day's pay or more shall be corrected by a supplemental check within eight (8) days.
- D. The City will conduct a study to determine the feasibility of instituting a wage progression schedule, which would include a minimum, incremental steps, and maximums. The results of the study will be discussed with the Union.
- E. The City agrees to form a committee, which will study the inequities of the present minimum/maximum salary structure. The committee will be responsible for making recommendations toward solving the inequities therein. The results of the studies to be conducted by the City under this Article shall be discussed with the Union within six (6) months of the date of this Agreement.
- F. Wage Increases. The wage increases set forth in this contract shall only be paid to those Local 246 employees on the payroll on the effective date of any wage increase provided for in this agreement. Any employee who is promoted to a JCSA position, or who moves to a position represented by Local 245, shall be entitled only to the raise set forth in this Agreement during the twelve (12) months following the effective date of any raise set forth herein. Employees who have retired from a Local 246 recognized title on current paid or deferred pensions, shall be paid any wage increase provided for in this agreement that is effective before their retirement date.
- G. Subject to review by the parties for accuracy, for all nurses, hourly rates of pay and effective dates of hourly pay increases, as set forth in the following guide, shall be increased and amended to reflect the wage increases provided for in section A of this article. A final amended version of the below chart shall be created which will reflect negotiated pay increases and effective dates for Part-Time hourly rates of pay and will be provided by the City to the Union within 30 days of the execution of this Contract.

	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>
<u>Full Time</u>	\$27.76	\$27.76	\$28.45	\$29.17
<u>Part Time 3/5ths</u>				
0-5 Years Completed	\$28.98	\$28.98	\$29.70	\$30.45
6-10 Years Completed	\$29.20	\$29.20	\$29.93	\$30.68
11-15 Years Completed	\$29.43	\$29.43	\$30.17	\$30.92
16+ Years Completed	\$29.66	\$29.66	\$30.40	\$31.16
<u>Part Time 4/5ths</u>	<u>7/1/2010</u>	<u>7/1/2011</u>	<u>4/1/2012</u>	<u>1/1/2013</u>
0-5 Years Completed	\$29.15	\$29.15	\$29.88	\$30.63
6-10 Years Completed	\$29.37	\$29.37	\$30.10	\$30.85
11-15 Years Completed	\$29.60	\$29.60	\$30.34	\$31.10
16+ Years	\$29.84	\$29.84	\$30.59	\$31.35
L.P.N. Full Time	\$18.59	\$18.59	\$19.05	\$19.53

ARTICLE 31
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE 32
SAVINGS CLAUSE

If any provision of this Agreement is found to be invalid by Legislation, by a Court or Administrative Agency, of competent authority, it shall be deleted from the contract, and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

ARTICLE 33
TRANSPORTATION EXPENSE REIMBURSEMENT

Reimbursement for transportation expenses under the increased rates provided for in Sections A, B, C, and D of this Article, shall be effective on January 1, 2007. Reimbursement rates through December 2006 will be those rates contained in the previous contract covering the period July 1, 2002 through June 30, 2005. Reimbursement will only be made on a monthly basis, provided that signed vouchers by the Department Director accompany the requests.

A. Six Dollars and Sixty Cents (\$6.60) a Day.

- (1) Employees who use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle the employee makes less than six (6) stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense

Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

- (2) The above rate maybe combined with the rate of Twelve Dollars and Fifty Cents (\$12.50) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

B. Thirteen Dollars and Seventy-Five Cents (\$13.75) a day.

- (1) Employees who use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle the employee makes six (6) or more stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.
- (2) This rate may be combined with the rate of Six Dollars and Sixty Cents (\$6.60) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

C. One Hundred and Thirty -Two Dollars (\$132.00) Per Month.

- (1) Employees who use their personal vehicle fifteen (15) days or more a month every month for the purpose of City Business and that when they use their vehicle the employee makes six (6) or less stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.
- (2) Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of One Hundred and Thirty-Two Dollars (\$132.00) a month. Only those employees included in the Department Director's list of authorized personnel shall be eligible for the One Hundred and Thirty-Two Dollar (\$132.00) monthly reimbursement.
- (3) Daily deductions in the amount of \$6.60 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.
- (4) Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each

Department.

D. Two Hundred and Seventy-Five Dollars (\$275.00) Per Month.

- (1) Employees who use their personal vehicle fifteen (15) days or more a month every month for the purpose of City business and that when they use their vehicle the employee makes seven or more stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the department Director and the Business Administrator.
- (2) Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of Two Hundred and Fifty Seven-Five Dollars (\$275.00) a month. Only those employees included in the Department Director's list of authorized personnel shall be eligible for the Two Hundred and Seventy-Five Dollar (\$275.00) monthly reimbursement.
- (3) Daily deductions in the amount of \$13.75 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.
- (4) Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each Department.

ARTICLE 34

PUBLIC SAFETY EMPLOYEES WORKING ROTATING SHIFT SCHEDULES

- A. For the purpose of this Article, "Employees" are those who work in the following areas of the Department of Public Safety and also work a rotating shift schedule (5-2, 5-3, or 5-2, 5-2, 4-3): (1) Communications Center; (2) Closed Circuit Television Unit; (3) Bureau of Criminal Identification; and (4) Criminal Justice Information System. Other areas may be added as changes in the operation are effectuated.
- B. Work Week & Overtime.
 - (1) Rotating Shift Employees shall work a schedule based upon a five (5) day on/two (2) day off five (5) day on/three (3) day off rotation. Staff Rotating Shift Employees shall work a schedule based upon a five (5) day on/two (2) day off five (5) day on/two (2) day off four (4) day on/three (3) day off rotation.
 - (2) The shifts shall be: (a) 6:50 AM to 3:00 PM; (b) 2:50 PM to 11:00 PM; and (c) 10:50 PM to 7:00 AM.

- (3) Effective January 1, 2010, at managements' discretion, Call Takers may be assigned to a shift from 5:50 PM to 2:00 AM.
 - (4) Notwithstanding the times set forth above, the shift start times for Call Takers and Dispatchers shall be staggered to take effect thirty (30) minutes apart.
 - (5) This schedule will be used to accomplish the twenty-four (24) hour per day, seven (7) days per week uninterrupted service required within this work unit. All other provisions regarding over-time as set forth in Article 15 (Paragraph B) only shall be applicable to these employees as well.
 - (6) By virtue of working this schedule, employees are deemed to be on a forty (40) hour per week schedule, whose hourly rate is determined by using a divisor of 2088 hours.
 - (7) When Overtime is required, those employees who are currently on the shift will be asked first; a Voluntary List will be utilized. If stations are not fully manned, overtime becomes mandatory for those on current shift, with the least senior person first, next senior person second, etc. on a rotating basis. No one shall be required to work a triple shift. Essential employees who work a rotating shift and work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey or when City Hall is closed due to inclement weather, and work in the unit of Police Dispatch, Police Call Taker, Fire Dispatch, BCI, CCTV and CJIS will receive double pay for all hours worked during the state of Emergency or when City Hall is closed or when non-essential City employees are told that City offices are closed due to inclement weather.
- C. Lunch – Lunch will be forty (40) Minutes.
- D. Mutual Swaps. Effective January 1, 2010, Mutual Swaps will be limited to twelve (12) per year. Swaps to be reimbursed within one (1) month of each swap. A Three (3) Day Notice will be required on all swaps, indicating when Swap will be paid back. All Swaps must be approved by (Communication bureau Commander). Four exchanges can be used, at the option of the employee, in lieu of overtime for another day off. Use of the repayment days shall be scheduled by mutual agreement of the employee and management.
- E. Call In. Employees will be required to call in sick and personal days at least four (4) hours prior to starting time. Employees will be required to call in single use vacation days at least twenty four (24) hours in advance. Compensatory days shall be mutually scheduled between Management and the Employee.
- F. Holidays. Holidays for employees will be those set forth in Article 17, Paragraph A and Paragraph D only. If a Holiday falls on a regularly scheduled workday, and the employee is required to work on that day, the employee shall receive double time for that day. If an employee is required to work on a Holiday that is that employee's regular day off, the employee will receive triple time (3x) for that day. For purposes of this article, the holiday to be paid is the actual day of the holiday even if it falls on a Saturday or Sunday.
- G. Personal Days and Compensatory Days. Personal Days are not to be used consecutively

and are not to be used the day before or the day after a holiday, vacation, etc. Compensatory days are earned days that may be used before or after the day of a holiday, vacation, etc., but must be used within twelve (12) months of the date earned. Compensatory days may be used consecutively. Employees must provide 24 hours notice prior to use of a compensatory day.

- H. Vacations. All Vacation requests are to be submitted by April 15th, and will be given a choice according to seniority. Everyone may ask for two (2) weeks in the Summer Season (June 15 to September 15).
- I. Notification. Employees will supply valid working telephone numbers and addresses to their appropriate Supervisors and must report in writing, any arrest or summons issued in lieu of arrest (except M.V. violations) upon reporting for duty immediately following the incident.
- J. All current provisional and new employees will be given training, on the job or otherwise, within the discretion of the City. Employees will be evaluated and given no more than two chances to pass an evaluation test to be given by the City. Successful completion of training and evaluation testing is required for employees' continued employment and subsequent eligibility for permanent employment.

ARTICLE 35

PARKING ENFORCEMENT DIVISION EMPLOYEES

A. Work Hours/Schedule:

- (1) Parking employees shall work a 40-hour week with a one-hour lunch and two 15-minute breaks.
- (2) Parking employees shall work staggered shifts depending upon on job responsibilities. Shifts will run between 5:00 a.m. and 11:30 p.m.
- (3) Parking employees assigned to street sweeping shall work 4 ten-hour shifts per week on Monday, Tuesday, Thursday and Friday (off Wednesday). All lunch and break periods shall be adjusted accordingly.
- (4) Parking employees need not be scheduled on 5 consecutive days, but will be scheduled Monday to Saturday with Sunday and one other day off.
- (5) Vacation, sick and personal time earned/used shall be based on hours worked, not days worked (e.g., street sweeping employee who takes a 1/2 day off will be charged 5 hours not 4 hours).
- (6) Notwithstanding any contrary provisions, clause (v) also shall apply to Local 246 members working at the Jersey City gun range that work a 4-day/10 hour weekly schedule.
- (7) Essential Parking employees who work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey or when City Hall is closed due to inclement weather, will receive double pay for all hours worked during the state of Emergency or when City Hall is closed or when non-essential City employees are told that City offices are closed due to inclement weather.

B. Personal Days:

- (1) Parking employees may not take consecutive personal days and cannot take personal days before or after a holiday, sick day, or vacation day.

C. Vacations:

- (1) Summer vacation requests (June 15th to September 15th) shall be submitted by April 15 and will be approved based on seniority.
- (2) Parking employees shall be limited to two (2) weeks of summer vacation time (June 15th to September 30th) provided that they have accrued sufficient vacation days.

D. Call-In/Out Procedure:

- (1) Parking employees taking a sick or personal day shall be required to call in at least one hour prior to the start of their shift.
- (2) Parking employees taking a single use vacation day shall be required to call in at least 48 hours prior to the start of their shift.

E. Notification:

- (1) Parking employees shall supply their supervisor/management with a valid working telephone number and address.
- (2) Parking employees are required to report, in writing, any arrest or summons issued in lieu of arrest, upon reporting for work on the day following the incident. This requirement shall not apply to motor vehicle offenses, but does apply to DUI/DWI offenses.

F. Seniority:

- (1) For purposes of scheduling overtime and approval of time off, the parking employee's start date will be the date of the employee's enrollment in the Public Employees Retirement System (PERS) or, if applicable, the Jersey City Employees Retirement System (ERS).

G. Uniforms/Maintenance (effective April 1, 2017):

- (1) Parking employees shall be provided with equipment and articles of clothing as follows:
 - Enforcement Employees: 2 black pants, button down gray shirt (both long sleeve and short sleeve/2 of each), black tie for long sleeve shirt, belt, name embroidered on shirt on right side, badge number embroidered on the left side, baseball cap, badges, badge holder (to affix to outside of jacket with one pin), Blauer jacket, yellow safety vest, yellow rain jacket, and boots.

- Booting Employees: 2 black BDU style pants, 2 gray sweatshirts with name and badge number embroidered (for Winter), 2 gray Polo shirts with name and badge number embroidered (for Summer), belt, 6 way yellow jacket (covers all seasons and breaks down to a vest), baseball cap, badge, and boots.
 - Operations Employees: 2 BDU style pants, 2 gray T-shirts with JCPE on back and name and Operations Division on the front (for Summer), 2 gray sweatshirts with JCPE on back and name and Operations Division on the front (for Winter), belt, 6 way yellow jacket, baseball cap, and boots.
- (2) Parking employees shall be provided with \$150.00 annually for maintenance and cleaning of articles of clothing.
 - (3) When any of the above clothing articles are destroyed or damaged beyond repair while in the performance of workplace duties and related activities, they will be replaced with a new article.
 - (4) The parties shall also devise a system whereby a parking employee may have their equipment inspected to determine whether the equipment needs to be replaced or is no longer serviceable.
 - (5) Jersey City or its supplier will maintain an inventory of various sizes of clothing and equipment to ensure that Parking Enforcement employees will be able to have damaged articles quickly replaced.

ARTICLE 36 **MISCELLANEOUS**

- A. In the event an employee is suspended as a result of disciplinary action, the Union shall be forthwith notified of said action. No employee shall be disciplined except for just cause.
- B. Part-time employees (those employees working twenty (20) hours or over) shall receive hospitalization, life insurance and a pro-rata share of monetary increases mandated by this Agreement.
- C. The City agrees to pay for special licenses required for driving certain vehicles.
- D. The City and the Union will share equally in the cost of the printing of contracts. The Union guarantees fifty (50) copies of the contract will be supplied to the City.
- E. All personnel information as permitted by law will be available to members of the bargaining unit upon prior notice to the Personnel Department.
- F. Municipal Court Clerks shall continue to work court hours on court nights in lieu of their regular shift on those days.
- G. The City shall not be required to augment the funds provided under any grant program in order to fund salary increases provided under this Agreement. Any increases provided to such employees shall be funded only to the extent possible with funds

available through the grant program.

- H. The City and Union agree to jointly study the feasibility of instituting a self-supporting disability program.
- I. The City agrees to implement the provisions of this collective negotiations agreement within ninety (90) days of signing.

ARTICLE 37
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2015 and shall remain in effect to and including December 31, 2018 without any reopening date subject to the language set forth in Articles 24 and 25 with respect to reopening. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about November 3, 2018.

WITNESS:

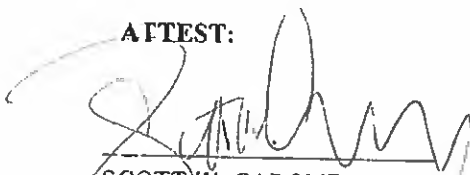

STEPHEN GOLECKI, 1ST. V.P.

**JERSEY CITY PUBLIC EMPLOYEES, INC.,
LOCAL 246**



JULIO CORDERO, PRESIDENT

DATE:

ATTEST:


SCOTT W. CARONE,
ASST. CORP. COUNSEL

CITY OF JERSEY CITY


BRIAN PLATT,
BUSINESS ADMINISTRATOR

DATE: